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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

HIDDEN EMPIRE HOLDINGS, LLC;
a Delaware limited liability company;
HYPER ENGINE, LLC; a California
limited liability company; DEON
TAYLOR, an individual,

Plaintiffs,

v.

DARRICK ANGELONE, an
individual; AONE CREATIVE, LLC
formerly known as AONE
ENTERTAINMENT LLC, a Florida
limited liability company; ON CHAIN
INNOVATIONS, LLC, a Florida
limited liability company,

Defendants.

Case No. 2:22-cv-06515-MWF-AGR
Action Filed: September 12, 2022

**DEFENDANTS' MOTION IN
LIMINE #1 TO PRECLUDE
REFERENCE TO INSURANCE
AND THE FINANCIAL STATUS OF
THE PARTIES**

Pre-Trial Conference: December 22,
2025

Trial Date: January 13, 2026
Time: 8:30 a.m.
Dept.: 5A

COMES NOW, Defendants DARRICK ANGELONE, AONE CREATIVE,
LLC and ON CHAIN INNOVATIONS, LLC, [hereinafter referred to collectively as
"AONE"] by and through their attorneys of record, and submit this Motion in Limine
to Preclude Reference to Insurance and the financial status of the parties.

INTRODUCTION

Defendants AONE have a liability insurance policy that is providing a defense

1 in this case. Raising the inference or suggestion that these moving Defendants have
2 insurance is presumptively prejudicial to Defendants and should be excluded in its
3 entirety. In addition, any reference to the financial status of the Defendants is
4 irrelevant to any issue in this case and highly prejudicial.

5 **LEGAL ARGUMENT**

6 Federal Rules of Evidence 411 provides:

7 Evidence that a person was or was not insured against
8 liability is not admissible to prove whether the person acted
9 negligently or otherwise wrongfully.

10
11 Furthermore, California Evidence Code §1155 provides:

12 Evidence that a person was, at the time a harm was suffered
13 by another, insured wholly or partially against loss arising
14 from liability for that harm is inadmissible to prove
15 negligence or other wrongdoing.

16 The public policy behind this statute is that evidence of insurance would create
17 undue prejudice or confuse or mislead the jury. California Evidence Code §352
18 provides in relevant part:

19 The court in its discretion may exclude evidence if its
20 probative value is substantially outweighed by the
21 probability that its admission will ... (b) create substantial
22 danger of undue prejudice, of confusing the issues, or of
23 misleading the jury.

24 Any reference by anyone before the jury with respect to the existence of
25 liability insurance or any other kind of insurance will induce the jury to believe that
26 the assessment of liability and damages in this case is a decision without risk or pain
27 to any of the parties. Rather than entertain the evidence and consider the same as
28 required by law, jurors may well resolve any doubts in favor of liability since the

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1 insurance will be perceived as paying for the damages. Furthermore, the issues
2 addressed by this motion have no probative effect; to the extent such evidence could
3 be deemed probative, the prejudicial effect of such reference outweighs any benefit.

4 Since justice is to be accorded the rich and poor alike, evidence of the wealth
5 or poverty of a party is ordinarily inadmissible. In *Love v Wolf*, (1964) 226
6 Cal.App.2d 378, 388, plaintiff's counsel attempted to make statements relative to the
7 wealth and size of Parke-Davis, a pharmaceutical firm. The court held that the wealth
8 of Parke-Davis was not relevant to any issue and any argument by counsel regarding
9 the wealth of Parke-Davis constituted a reversible error.

10 In *Seimon v. Southern Pacific* (1977) 67 Cal.App.3d. 600, 606, the court held
11 that the financial status of the party has no relevance to the issues of the case, and that
12 the disclosure of such information to the jury would be prejudicial to the defendants
13 with a purpose simply to arouse passion. Therefore, any reference to the financial
14 status of the Defendants is inadmissible as it has no probative value and is irrelevant.


15 V. CONCLUSION

16 Based on the foregoing, Defendants respectfully request that the Court grant
17 this Motion in Limine and order that all parties, their counsel and/or witnesses be
18 precluded from introducing evidence of, arguing or making any reference to general
19 liability insurance on behalf of Defendants or of the financial status of Defendants.

20 DATED: December 1, 2025

KRAMER, DEBOER & KEANE

21
22
23 By:



JEFFREY S. KRAMER
SANDRA CALIN
Attorneys for Defendants
DARRICK ANGELONE, AONE
CREATIVE, LLC, and ON CHAIN
INNOVATIONS, LLC

CERTIFICATE OF SERVICE

I am employed in Los Angeles County, California. I am over the age of 18 and not a party to this action; my business address is 27001 Agoura Road, Suite 350, Calabasas, CA 91301. My email address is ynelson@kdeklaw.com.

I certify that on December 1, 2025, I served: **DEFENDANTS' MOTION IN LIMINE #1 TO PRECLUDE REFERENCE TO INSURANCE AND THE FINANCIAL STATUS OF THE PARTIES** on the following parties or counsel of record as follows:

Felton T. Newell, Esq. Newell Law Group PC 1801 Century Park East, 24 th Floor Phone (310) 556-9663 E-mail: felton@newellpc.com ; christine@newellpc.com	<i>Counsel for Plaintiffs</i>
Justin Kian, Esq. J.T. Fox, Esq. LAW OFFICES OF JT FOX, APC 556 S. Fair Oaks Avenue, Suite 444 Pasadena, California 91105 Telephone: (888) 750-5530 Fax: (888) 750-5530 Email: jt@jtfoxlaw.com ; justin@jtfoxlaw.com	<i>Co-Counsel for Defendants</i>

By ECF/CM: I electronically filed an accurate copy using the Court's Electronic Court Filing ("ECF") System and service was completed by electronic means by transmittal of a Notice of Electronic Filing on the registered participants of the ECF System.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct. Executed at Sherman Oaks, California on December 1, 2025

Yolanda Nelson

Yolanda Nelson

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